

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR2065545		PAGE 1 OF 2	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SMX570-12-Q-006	
6. SOLICITATION ISSUE DATE 09/12/2012		7. FOR SOLICITATION INFORMATION CALL		a. NAME Maria Luisa Bringas		b. TELEPHONE NUMBER (No collect calls) (662) 289 3561	
8. OFFER DUE DATE/ 09/26/2012 @ 10am		9. ISSUED BY CODE		10. THIS ACQUISITION IS		11. DELIVERY FOR FOB	
U.S. Consulate General Hermosillo Monterrey 141 Pte Hermosillo, Sonora, Mexico				<input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:		DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
12. DISCOUNT TERMS		15. DELIVER TO CODE		16. ADMINISTERED BY CODE			
		Monterrey 141 Pte, Hermosillo, Sonora, Mexico		Donald C. Emerick, Contracting Officer			
17a. CONTRACTOR/ CODE		FACILITY		18a. PAYMENT WILL BE MADE BY CODE			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Supply and installation supply and installation of a 40 KVA / 36 KW UPS (Uninterruptible Power System) and the electrical panels supported by it for the US ConGen Hermosillo Building See attached scope of work. *Contingent upon the availability of funds* (Use Reverse and/or Attach Additional Sheets as Necessary)			1	All		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
				Donald C. Emerick			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
37. CHECK NUMBER				
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		41c. DATE		42c. DATE REC'D (YY/MM/DD)
				42d. TOTAL CONTAINERS

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449,
RFQ NUMBER **SMX570-12-Q-006**
PRICES, BLOCK 23

1. PRICES AND PERIOD OF PERFORMANCE

The contractor shall perform professional engineering services to supply and install a **40 KVA / 36 KW UPS** (Uninterruptible Power System) and the electrical panels supported by it, for the **US Consulate General Hermosillo Building**. The price listed below shall include all labor, materials, insurance (see FAR 52.228-4 and 52.228-5), overhead, and profit. Amounts must be shown in Mexican Pesos and should include IVA (VAT). The Government will pay the Contractor the fixed price agreed in the signed purchase order.

After contract award and submission of acceptable insurance certificates, the Contracting Officer shall issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of ten (10) days from start date listed in Notice to Proceed unless the Contractor agrees to an earlier date) on which performance shall start. The Contractor must include in its proposal, a project execution schedule in a bar chart type format establishing finished dates per item and he will have to fulfill with it, if not a penalty will apply decided by facilities area.

The performance period of this contract is from the start date in the Notice to Proceed and continuing until the approved schedule.

CONTINUATION TO SF-1449



RFQ NUMBER **SMX570-12-Q-004**

SCHEDULE OF SUPPLIES/SERVICES, BLOCK 20
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

2. SCOPE OF WORK: SUPPLY AND INSTALLATION OF A 40KVA / 36 KW UPS AT THE U.S. CONSULATE GENERAL IN HERMOSILLO, SONORA, MEXICO.

Part I: General Information

1 Introduction.

1.1 *The Hermosillo US Consulate General requires professional engineering services to supply and install a 40 KVA / 36 KW UPS (Uninterruptible Power System) and the electrical panels supported by it.*

The purpose of this scope of work (SOW) is to provide guidance to interested contractors on how to present their cost/time proposals and how to meet the US Government needs as well as define the requirements of the Material and special requirements needed for this project.

2 Background.

2.1 *The existing 14KVA UPS had a critical failure on the electronic card of the batteries charger back on April of 2010, and since that date our UPS system stop working.*

2.2 *After a few attempts to repair the electronic card locally, IPO finally got funds and Post sent the equipment to be repaired in a US specialized workshop back on December 2011.*

2.3 *The repaired UPS came back to Hermosillo on April of 2012, and after a few verification tests out offline we decided to install back on line.*

2.4 *However, due to the fact that since 2010 the US Consulate General has increased its overall operations, thus adding more computers and servers to the existing computer equipment, there was a significant increase on the load of the UPS circuits. Therefore, the current UPS equipment capacity was exceeded and it was impossible for the equipment to support the new load.*

3 *Pre-bid conference (site visit).*

3.1 *A site visit will be scheduled for all interested bidders to inspect the site, take all necessary measurements, and observe the existing conditions in order to prepare an accurate bid. **The visit has been scheduled for Tuesday September 18th, 2012 at 10:00 am.***

Part II: Work Requirements.

1 *General Requirements*

1.1 *Guidelines.*

1.1.1 *The Consulate shall be responsible for the disposal of the removed UPS, UPS Batteries and UPS bypass. The contractor shall meet with the Consulate FM prior to commencement of work to determine where the materials to be disposed of shall be stored on site. The contractor shall transport all materials to be disposed of from the point of removal to the designated disposal storage site, and shall ensure that all items removed through this work are disposed of properly*

1.1.2 *The contractor shall be responsible for removal and dispose of any unused, pipes, wire, excess materials or other construction debris.*

1.1.3 *The contractor shall ensure that all work conforms to local and U.S. codes and standards including the current U.S. National Electric Code. All work shall be performed under Consulate procurement, security, and other applicable guidelines.*

1.1.4 *Building operations will not be interrupted while the job is performed. If Work will be performed during non-regular business hours needs to be approved in advance (see Part III of this SOW). The contractor must perform daily cleaning of the area.*

1.1.5 *SERVICE INTERRUPTIONS. The contractor shall notify the Consulate Facility Manager (FM) in writing three (3) calendar days prior to any planned electrical outages. Notification shall include the loads within the facility to be affected by the outage and the hours and dates of interruptions. The contractor must schedule work to maintain flexibility since interruptions may not be granted on the date(s) requested. Electrical shutdowns and operation of electrical breakers and switches shall be accomplished only by qualified personnel and upon advance approval of the Consulate FM. Where fire protection, detection, or evacuation alarms are affected, advance written approval of the Consulate FM shall be obtained. Proper lock out/tag out procedures should be followed to maximize safety; the contractor shall supply lock out/tag out materials. Power shall be maintained to all operational loads (as determined by the FM) during normal working hours. Critical loads must be maintained at all times with no loss of power.*

1.1.6 *In addition to the daily cleaning, contractor must remove any debris/garbage on weekly basis out of the Compound.*

1.1.7 *Once finished the project it will be a contractor's responsibility to return all areas to the original conditions or acceptable close.*

1.1.8 *It will be contractor's responsibility replace/repair any damage on the facilities (cars included), furniture or equipment (computer, printers, server or any equipment*

controlled by a UPS circuit) do it directly by the Contractor or as a consequence of their actions.

1.1.9 The USG will designate a COR (Contracting Officer Representative) to be responsible, among other duties, of supervising the work (quality/scheduling), approve/reject materials, act as the main point of contact, approve partial payments (If applicable), respond to technical questions that the contractor may have.

1.1.10 Contractor must follow and meet US and local construction codes and procedures.

1.1.11 Contractor must only use UL or FM approved equipment/materials. Locally purchased materials must be approved by the COTR.

1.1.12 The quantities indicated on the quantity survey may vary and will be verified by the awarded contractor during the site visit before commencing the work.

1.1.13 Lined items may be added or deleted from the attached quantity survey during the pre-bid site visit. Contractor can only perform the items approved by the contracting officer (CO).

1.2 Contractor's personnel.

1.2.1 The contractor shall supervise all personnel assigned by the contractor for the performance of the respective services. There shall be no employer-employee relationship between the USG and the personnel. Subcontractors may only be employed with the express written consent of the COR.

1.3 Superintendence by contractor.

1.3.1 The entire operation of the contracted services shall be superintended by the contractor's liaison. The liaison shall coordinate the performance of the contracted services with the needs of the USG.

1.3.2 The liaison, or a qualified assistant, shall be on duty throughout the normal operating hours. The liaison shall also superintend the performance of the contracted services on Saturdays, Sundays, and holidays if needed.

1.4 Quality assurance.

1.4.1 The contractor shall institute an appropriate inspection system including:

1.4.2 UPS COMMISSIONING. The new UPS system shall be commissioned using factory recommended procedures and by a factory certified technician. A report shall be provided after installation detailing commissioning procedures followed. Note that the UPS system includes all equipment installed in the performance of this SOW.

1.4.3 LABELING. All circuits on the UPS input and output panels shall be correctly labeled. All equipment within the UPS room shall be correctly labeled. Common UPS procedures such as switching to bypass and back, powering up and down the unit, and alarm instructions shall be clearly shown in permanent signs posted and clearly visible within the UPS room. The remote alarm system should be permanently labeled as well to provide details on the meaning of any alarms. Hand written labels or labels deemed by the COR to peel off too easily are not acceptable.

1.4.4 Develop and maintain checklists of duties to be carried out.

1.4.5 Ensure these duties are carried out by the supervisory staff and Senior employees, and

1.4.6 Perform inspections at all work locations to determine whether the various services are being performed according to the contract requirements.

1.4.7 Develop a Project work program with all the activities, and highlight the critical activities.

1.4.8 The contractor shall provide copies of all inspection reports to the COR.

1.4.9 The contractor shall promptly correct and improve any shortcomings and/or substandard conditions noted in such inspections. The contractor shall to the attention of the Contracting Officer or COR, for disposition, any conditions beyond the responsibility of the contractor.

1.4.10 The contractor crew chief shall have the ability to read and understand the Drawings, Specifications, shop drawings and installation manuals by the manufacturer.

1.5 Inspection by government

1.5.1 The services performed and the material supplied for the contract will be inspected from time to time by the COR, or his/her authorized representatives, to determine that all work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

1.5.2 The Contractor shall fill out the work order completion form (attachment C) showing work was completed and provide the form to the FM or his/her authorized representatives. The contractor must submit validation that work was completed satisfactorily with request for payment.

1.5.3 The contractor shall be responsible for any corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

1.5.4 The contractor shall be responsible for repair or replace any damaged done on the facilities or equipment.

1.5.5 The COR, or his/her authorized representatives verify requirements of Manufacturer Specifications are met.

2 Technical Requirements

2.1 Summary

2.1.1 UPS Specifications:

Rating: minimum 40 kVA, 220 / 127 V, 60Hz, minimum 0.8 power factor. Must be true Double Conversion On-line with internal bypass.

2.1.2 UPS SYSTEM :

The UPS system shall include a rectifier, inverter, bypass, battery cabinets and batteries, a bypass, an alarm on the UPS, remote alarm panels, manufacturer recommended spare parts, room conditioning, and a one-year on-site warranty (parts and labor) by the contractor. Remote alarm panels shall be provided for the UPS in the GSO Engineer's office adjacent to the fire alarm panel, and the Consular Affairs office. The UPS shall be

secured using anchor bolts on a concrete pad the same height as other pads on the basement. Concrete pad provided shall be by installed by contractor.

2.1.3 Acceptable Manufacturers: Eaton ("Powerware") / APC ("Galaxy 4000") / Liebert ("APM On-Line", or "NX On-Line") / GE Digital Energy ("LP33 Series", or "SG Series").

2.1.4 Input: 3-phase, 4-wire; 220/127 V, (+/- 10V); 200 Amp / 60 Hz, (+/- 2 Hz).

2.1.5 Output: 220/127 V; 200 Amp; 60 Hz; 94% efficiency or higher.

2.1.6 Batteries: Sealed type, zero maintenance; Minimum 10 minute power supply at 100% load.

2.1.7 User programmable controls: LCD display with user programmable controls; LCD shall display system status; Maintain active log of UPS system events and alarms.

2.2 Equipment Installation

2.2.1 3-phase, 220/127 V, minimum 40 kVA with minimum 10 minute power supply UPS.

2.2.2 Maintenance bypass, wall-mounted bypass is used to bypass the UPS during maintenance

2.2.3 Safety interlocks to prevent UPS from operating while bypass switch is closed, (according drawing attached).

2.2.4 3-pole, 240 V, 200 Amp Square D Circuit breaker.

2.2.5 3-phase, 4-wire, Square D Load panel to replace the existing 1-phase panels.

2.2.6 3-phase TVSS from Surge Suppression Inc.

2.2.7 Remote UPS alarm panels.

2.2.8 Cable trade and Electrical Conduit as needed, including all the connections, supports and accessories.

2.2.9 Wire as needed (including bare wire for ground connection).

2.2.10 A York 1.5 Tons Split A/C SER 16.

2.3 Wiring Installation

2.3.1 All work shall be conforming to the 2011 National Electrical Code.

2.4 Conduit

2.4.1 Install intermediate junction/pull boxes as necessary.

2.4.2 Seal all conduit penetrations through fire rated walls, corridor walls, and mechanical/electrical room walls with fire rated sealant.

2.4.3 All conduits must be adequately supported and tied.

2.5 Adjust and Clean

2.5.1 Verify upon request of COR, remove protective coverings and clean up exposed surfaces. Repair damaged elements, restore abraded surfaces, touch-up base- coat paint finish with air-drying primer, and remove imperfections from exposed natural metal finishes.

2.5.2 Check and readjust hardware, devices, and accessories.

2.5.3 Do not remove permanently applied performance labels.

2.5.4 *Exercise extreme care in cleaning exposed surfaces of polycarbonate; comply with manufacturer's directions.*

2.5.5 *Correct deficiencies observed in operation.*

3 Scope.

3.1 *In case the existing concrete base is not big enough, pour a 250 Kg/cm² concrete path for the new UPS.*

3.2 *Replace the 200 Amps feeding circuit breaker on existing switchboard (TG4) for a new, Square D, 3-pole, 240 V, 200 Amp. Circuit breaker.*

3.3 *Remove existing cables and install new cables rated 90 ° C, install three-phase, neutral and ground. Cables shall be installed in EMT conduit or cable tray. All cable shall be copper.*

3.4 *Replace the existing UPS for a 3-phase, 220/127 V, minimum 40 kVA with minimum 10 minute power supply UPS.*

3.5 *Replace then existing bypass switch for a new maintenance bypass, wall-mounted bypass is used to bypass the UPS during maintenance providing wrap-around bypass for UPS service without shutting down the load, with Safety interlock to prevent UPS from operating while Bypass switch (2b) is closed, according to the drawing P2 attached*

3.6 *Replace Existing 100 Amps Service Load Panels, for a 3-phase, 4-wire.*

3.7 *Remove existing 1-phase SSI TVSS and Install equivalent new 3-phase TVSS from Surge Suppression Inc.*

3.8 *Replace Existing Load panel, for a 3-phase, 4-wire, with minimum 24 spaces with 200 Amp, and transfer loads from existing 100 Amp panel.*

3.9 *Install a sheet rock and acrylic cabin to isolate the UPS and install a 1.5 Tons SER 16 York split A/C.*

3.10 *Run test.*

4 Deliverables.

4.1 *O&M MANUALS. Two sets of O&M manuals shall be provided to the Consulate Facility Manager prior to departure from site after installation of the UPS. One additional set shall be mailed to the COR within one week of departure from site. O&M manuals must include all schematics that may be needed in the maintenance or troubleshooting of the UPS system and battery monitoring system.*

4.2 *TRAINING. After installation and commissioning is complete, a training session shall be provided by the contractor for all interested Consulate employees. The training session shall be a minimum of 2 hours, and shall include hands-on UPS/battery maintenance, repair, and operational procedures. Training shall include switching the UPS load to bypass and back without loss of power to the load, battery replacement procedures, capacitor replacement, common alarms and corrective measures, the battery monitoring system and software with alarms, discussion of spares on site, and details on maintenance intervals. Training shall be offered in Spanish for consulate maintenance staff.*

4.3 SPARES. Factory recommended UPS spares and spare parts kits shall be provided with the initial installation. The spares shall be provided to the Consulate Facility Manager prior to the contractor's departure from site following the installation. The spare parts shall be passed to the Consulate in an organized manner (meaning a formal handover to the Consulate so that the Consulate understands what they are being given) and with a detailed list of all components included.

4.4 WARRANTY. The installing contractor shall provide an one-year warranty that includes all parts, materials, labor, travel costs, per diem, and all miscellaneous costs. The contractor may seek reimbursement from the manufacturer or any other entity providing warranties for the equipment installed, but the contractor must be the responsible party for warranty repairs. The contractor shall provide, at his cost, for onsite repairs within 8 hours of notification of an operational problem or failure within the warranty period.

4.4.1 Warranty Service: Beginning at Substantial Completion, provide full maintenance service for the UPS and UPS batteries for a minimum of 12 months, using manufacturer's authorized service personnel. Maintenance shall be at no additional cost to the Government. Service shall include preventive maintenance, repair or replacement of worn or defective components, and adjusting as required for proper operation. Use parts and supplies as recommended by manufacturer based consistent with installed equipment.

4.4.2 Manufacturer's UPS service personnel shall arrive on-site within 24 hours of any request, and replacement parts shall arrive on-site within 24 hours of determining need for the part.

4.4.3 Manufacturer's UPS service personnel shall be fluent in Spanish and English to facilitate ease of communication with all Consulate personnel.

4.5 Work order completion form (1 Page).

Part III. Supporting Information

1 Security.

1.1 COMMENCEMENT OF TRAVEL TO SITE AND WORK. The contractor shall under no circumstances incur any travel or other costs, or begin the travel to the site or work at site until a cable granting country clearance is received and a signed task order is issued.

1.2 SAFETY. Safety is the highest priority on this and all OBO/CFSM/FAC projects. The contractor shall direct all of those under his charge to work safely. Regular safety meetings shall be held among on-site contractor personnel, and safety concerns shall immediately be brought to the attention of the Post Safety and Health Officer (POSHO) and the OBO engineer.

1.3 An FSN escort is required to be with the contractor's workers at all times.

1.4 No worker/equipment/material/vehicle will be allowed to enter the Facilities without written approval from the RSO. The RSO needs at least 4 workdays to provide written authorization once the contractor provides the information of the workers (copy

of the picture ID), equipment, vehicle (color, model, license plate and drivers ID), or materials specs.

2 Place of performance and working hours.

2.1 Work to be performed in the COB Hermosillo, Son., Mexico.

2.2 Working hours will be from Monday thru Friday from 8:00 AM to 16:30 PM; Additional hours may be approved by the contracting officer representative (COR) but the contractor must base its quote and schedule on the hours described above.

2.3 Working hours include final daily cleaning.

2.4 A technical site visit will be performed next Tuesday, September 18th at 10:00 am.

3 Period of performance and scheduling of activities.

3.1 Contractor must start the work within 30 calendar days after contract award.

3.2 Contractor must include in its proposal, a project execution schedule in a bar chart type format establishing finished dates per item and he will have to fulfill with it, if not a penalty will apply decided by facilities area.

3.3 Work schedule must be of 30 working days.

4 Attachments.

4.1 Electrical drawing P1 and P2.

5 Proposal presentation.

5.1 The contractor overall cost proposal must be submitted in Mexican Pesos including Value Added Tax (IVA).

5.2 The contractor must attach to its proposal a breakdown of Material, Labor, indirect cost and IVA.

5.3 The contractor must include in its proposal all materials, labor, tools, safety equipment/signals, indirect costs and profit.

5.4 Base the cost proposal on the attached quantity survey. No line items to be added or quantities to be changed, unless changed/added during the site visit.

5.5 FMO list of materials and specifications to be used on repairs or renovation project. Specific materials and equipment shall be indicated by the US Consulate General Hermosillo's CORT (Contracting officer technical representative)

5.6 The contractor must attach the construction schedule in a Gantt bar chart format, including the long lead delivery items.

*5.7 **The limit date to present the proposals will be Wednesday, September 26th before 10:00 hours.** Proposal must be delivered in a close envelope address to Donald C. Emerick, Contracting Officer.*

6 Payments.

6.1 The Contractor shall receive payments per the basic contract.

6.2 The contractor must provide the completed form showing work was accepted by post, with the invoice.

SECTION 2 - CONTRACT CLAUSES

52.204-9 – PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (FEB 2007), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM to FAR 52.212-4
None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (MAR 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

	Clause Number and Title
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402) (SEPT 2006). <i>[Check if order exceeds \$100,000]</i>
	(2) – (14) [Reserved].
X	(2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L.110-252-Title VI, chapter 1 (41 U.S.C. 251 note)).
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the</i>

	<i>following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	<i>(17) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). [Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	<i>(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). [Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	<i>(19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793). [Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	<i>(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212). [Check if you have included the clause 52.222-35]</i>
	<i>(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). [check if over \$100,000]</i>
	<i>(22) – (24) [Reserved].</i>
	<i>(25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). [Check if the order is for supplies and the amount exceeds \$193,000]</i>
X	<i>(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). [Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i>
	<i>(27) – (30) [Reserved].</i>
	<i>(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). [Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
X	<i>(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]</i>
	<i>(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332). [Check if payment will be made by a third party, e.g., purchase card]</i>
	<i>(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). [Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of</i>

	<i>records using commercial information technology services or support services]</i>
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). <i>[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	(ii) Alternate I (APR 2003) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (SEPT 2006) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000

(\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) [Reserved].

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

http://acquisition.gov/far/index.html or, http://farsite.hill.af.mil/search.htm
These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use an Internet "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

Clause	Title and Date
52.225-14 Contract	Inconsistency Between English Version and Translation of (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)*

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$50 USD**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of **\$15,000 USD**
- (2) Any order for a combination of items in excess of **\$20,000 USD**
- (3) A series of orders from the same ordering office within **two (2)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **two (2)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)*

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government,

when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract’s effective period.

*Applies to temporary additional services.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years and four months.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

The following DOSAR clauses are provided in full text:

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

- (a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.
- (b) The Contractor shall submit invoices in original to the Contracting Officer's Representative (COR) at the following address:

US Consulate General Hermosillo
Monterrey 141 pte.
Col. Esqueda
Hermosillo, Sonora, Mexico 83000

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

- (c) Contractor Remittance Address: Payments will be made by electronic funds transfer to the LANDLORD's bank account located in Mexico. Payments shall be in Mexican Pesos.

652.237-71 - IDENTIFICATION/BUILDING PASS (APR 2004)

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

- (a) The Department of State observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

In addition the U. S. Consulate General Hermosillo will observe the following official Mexican holidays:

Anniversary of Mexican Constitution
Benito Juarez's Birthday
Holy Thursday
Good Friday
Mexican Labor Day
Anniversary of the Battle of Puebla
Mother's Day
Mexican Independence Day
All Soul's Day
Anniversary of Mexican Revolution

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract will be determined by the CO.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED
(AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

- (1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;
- (2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;
- (3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;
- (4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;
- (5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,
- (6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

- (1) Complying or agreeing to comply with requirements:
 - (i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,
 - (ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;
- (2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;
- (3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;
- (4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;
- (5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,
- (6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or

components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 – SOLICITATION PROVISIONS

PRE-PROPOSAL CONFERENCE.

The Government will hold a pre-proposal conference to discuss the requirements of this solicitation at **10:00 am on Tuesday, September 18th, 2012**. Offerors interested in attending should contact the following individual: **Maria Luisa Bringas at (662) 289 3561 or Fax (662) 217 1939**

NOTE TO INTERESTED VENDORS – Due to security concerns all offerors must contact the above and fax the individuals' name and company name of all individuals who will represent the company at the pre-proposal conference. On the date of the pre-proposal company representatives must present matching photo identification in order to be allowed access. Anyone attempting to attend the pre-proposal conference without prior notification will be denied entry

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (SEPT 2006) IS INCORPORATED BY REFERENCE. (See SF-1449, block 27a).

ADDENDUM TO 52.212-1

A. Summary of instructions. Each offer must consist of the following:

A.1. A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

A.2. Information demonstrating the offeror's/quoter's ability to perform, including:

(1) Name of a Project Manager (or other liaison to the Embassy/Consulate) who understands written and spoken English;

(2) Evidence that the offeror/quoter operates an established business with a permanent address and telephone listing;

(3) List of clients, demonstrating prior experience with relevant past performance information and references;

(4) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;

(5) Evidence that the offeror/quoter has all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2).

Provide a company brochure and financial statements including balance sheet, profit and loss statement, and a cash flow statement.

A.3. If required by the solicitation, provide either:

- a) a copy of the Certificate of Insurance, or
- b) a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

**ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12**

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at:

<http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

Clause	Title and Date
52.204-6	Data Universal Numbering System (DUNS) Number (OCT 2003)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following DOSAR provisions are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, **Donald C. Emerick**, at **(662) 289 3500**. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

The Government intends to award a contract/purchase order resulting from this solicitation to the lowest priced, technically acceptable offeror/quoter who is a responsible contractor. The evaluation process shall include the following:

- a) **Compliance Review.** The Government will perform an initial review of proposals/quotations received to determine compliance with the terms of the solicitation. The Government may reject as unacceptable proposals/quotations which do not conform to the solicitation.
- b) **Technical Acceptability.** Technical acceptability will include a review of past performance and experience as defined in Section 3, along with any technical information provided by the offeror with its proposal/quotation.
- c) **Price Evaluation.** The lowest price will be determined by multiplying the offered prices times the estimated quantities in "Prices - Continuation of SF-1449, block 23", and arriving at a grand total, including all options. The Government reserves the right to reject proposals that are unreasonably low or high in price.
- d) **Responsibility Determination.** The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - adequate financial resources or the ability to obtain them;
 - ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - satisfactory record of integrity and business ethics;
 - necessary organization, experience, and skills or the ability to obtain them;
 - necessary equipment and facilities or the ability to obtain them; and
 - otherwise qualified and eligible to receive an award under applicable laws and regulations.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 -REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

___ Sole Proprietorship;

___ Partnership:

___ Corporate Entity (not tax-exempt);

___ Corporate Entity (tax-exempt);

- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common Parent.

- ☐ Offeror is not owned or controlled by a common parent;
- ☐ Name and TIN of common parent;
- Name _____.
- TIN _____.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly –

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

**ADDENDUM TO OFFEROR REPRESENTATIONS AND CERTIFICATIONS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following DOSAR provision is provided in full text:

652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

Foreign person means any person other than a United States person as defined below.

United States person means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

(b) Certification. By submitting this offer, the offeror certifies that it is not:

- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
- (2) Discriminating in the award of subcontracts on the basis of religion.

<i>Defense Base Act Insurance – Covered Contractor Employees</i>
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(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where</u>		Local nationals: _____

<u>there are no</u> local workers' compensation laws		Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated "yes" in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

**ELECTRONIC FUNDS TRANSFER (EFT)
BANK INFORMATION SHEET**

Payment Registration

Company Information

New Registration of Account ☐ Change of Account ☐

Vendor Fiscal Name	_____
RFC (for Mexican Companies)	_____
Name - Point of Contact	_____
Telephone Number	_____
E-mail Address	_____
Address	_____

Bank information needed for EFT transfers in Pesos.

BANK INFORMATION

Bank Name	_____
Bank Address 1	_____
Bank Address 2	_____
Bank Address 3	_____
Bank SWIFT BIC	_____
Account Number	_____
CLABE	_____
Currency of Account	MXN
Account Type (Checking or Savings)	_____

Signature

Date

FMC approval _____